

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MAY 21, 1996 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT SHELBY L. TIMS
OTHERS PRESENT	DAN TOLBERT WAYNE MURPHY ALLEN FLYNT JAMES RAY POLK RON CORMIER AND OTHERS

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AMENDMENTS TO THE AGENDA:

X: GENERAL BUSINESS

7. PAY INCREASES FOR JESSIE DICKERSON AND GARRY FOGLE
8. AUTHORIZATION TO EXECUTE STP/ISTEA AGREEMENT
9. TERMINATION OF VAN TATE/STREET DEPT
10. APPROVAL OF JANITORIAL SERVICE FOR THE CITY HALL AND WATER DEPARTMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF MAY 7, 1996 AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, ALDERMAN CLEPPER STATED THAT RON CORMIER OF OLD RICHTON ROAD HAS EXTENDED HIS FENCE OUT ONTO THE CITY'S RIGHT OF WAY AND HAS BUSTED UP THE CITY'S PAVEMENT TO ERECT HIS FENCE AND THAT NOW THE CITY CANNOT MAINTAIN THE ASPHALT.

THEREUPON, MR. CORMIER STATED THAT HE PLACED HIS FENCE FOR THE PROTECTION OF HIS PROPERTY AND HIS CHILDREN AND THAT THE FENCE WAS PLACED WITHIN HIS PROPERTY LINE AND AT THE SAME DISTANCE FROM THE STREET AS THE OTHER FENCES ON OLD RICHTON ROAD.

THEREUPON, MAYOR GAY REQUESTED THAT THE CITY ATTORNEY LOOK AT THE SITUATION AND ADVISE THE BOARD AT THE NEXT MEETING.

THEREUPON, TONY READY OF OLD RICHTON ROAD REQUESTED THAT THE MAYOR AND THE STREET SUPERVISOR LOOK AT THE DRAINAGE PROBLEM HE HAS CAUSED BY THE DITCH THAT RUNS DOWN HIS PROPERTY LINE ON HAMILTON DRIVE.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR A 4 TON AIR CONDITIONING UNIT AT THE WATER DEPARTMENT.

SEE EXHIBIT "A"

ANDY'S REFRIGERATION & AIR CONDITION SERVICE	\$845.00
822 SOUTH MAIN	
PETAL, MS. 39465	

THOMAS SERVICE CO.	\$ 1,076.80
212 EAST 7TH AVENUE	
PETAL, MS. 39465	

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE LOWEST QUOTATION FROM ANDY'S REFRIGERATION & AIR CONDITION SERVICE. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THREE PROPERTY OWNERS BEHIND THE METHODIST CHURCH HAVE NOT SIGNED THE EASEMENTS TO ALLOW FOR THE CORRECTION OF THE DRAINAGE PROBLEM AND THE CITY NEEDS TO ADDRESS THIS SITUATION.

THEREUPON, ALDERMAN CLEPPER REQUESTED THAT THE MAYOR OBTAIN A COST ESTIMATE FOR PLACING CULVERTS WITH INLETS IN THE DRAINAGE DITCH.

WHEREAS, MAYOR GAY PRESENTED THE RECOMMENDATION FROM CITY ENGINEER RAYMOND DEARMAN CONCERNING THE BIDS RECEIVED AND OPENED FOR THE METAL BUILDING ON MAY 7, 1996.

SEE EXHIBIT "B"

LETTER - SHOWS DEARMAN & WAITS, INC.

THEREUPON, ALDERMAN BRANDLE, UPON THE RECOMMENDATION OF THE CITY ENGINEER, MADE A MOTION TO DISQUALIFY PARKER BUILDING SYSTEMS, INC. OF MOBILE AND TO ACCEPT THE BID OF HAM CONTRACTORS, INC. OF JAYESS, MS. IN THE AMOUNT OF \$13,950.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALLEN FLYNT PRESENTED A REQUEST FOR THE CITY TO VACATE A PORTION OF A CUL-DE-SAC IN FRONT OF LOTS 154 & 155 OF THE BEVERLY HILLS ESTATE FOURTH ADDITION SUBDIVISION. PETAL, MIS

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT THE FOLLOWING DESCRIBED PORTION OF THE CUL-DE-SAC BE VACATED AND AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE DEED TO THIS PROPERTY TO DONNIE DOUGLAS AND ALTON PALMER. ALDERMAN SCOTT SECONDED THE MOTION.

SEE EXHIBIT "C"

PLAT W/ DESCRIPTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, JAMES RAY POLK, ARCHITECT, PRESENTED A DRAWING OF THE PROPOSED PAVILION PROPOSED TO BE PLACED ON THE CIVIC CENTER PROPERTY.

THEREUPON, MAYOR GAY REQUESTED THAT MR. POLK PREPARE A BREAKDOWN OF THE COST OF THIS PROJECT FOR THE BOARD.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING INTERLOCAL AGREEMENT BETWEEN THE CITY OF PETAL AND THE METRO NARCOTICS TASK FORCE.

SEE EXHIBIT "D"

INTERLOCAL AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION THAT THE CITY ENTER INTO THE INTERLOCAL AGREEMENT WITH THE METRO NARCOTICS TASK FORCE. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROPOSAL FOR FEES FOR SECURITY FURNISHED BY SPECIAL DUTY OFFICERS.

SEE EXHIBIT "E"

SPECIAL DUTY POLICE OFFICERS

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING A POLICY FOR THE SPECIAL DUTY FOR THE PETAL POLICE DEPARTMENT. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE RELEASE OF DEED OF TRUST WHICH WAS EXECUTED ON THE 17TH DAY OF APRIL, 1985 BY EULA LEE HENDERSON IN FAVOR OF THE CITY OF PETAL, MISSISSIPPI.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE RELEASE OF DEED OF TRUST. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUES AND EXPENDITURES FOR THE MONTH OF APRIL TO THE BOARD.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF APRIL. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING JESSIE DICKERSON'S PAY TO \$8.00 PER HOUR, AS HE HAS REACHED HIS 1ST ANNIVERSARY WITH THE CITY.

THIS DIED FOR THE LACK OF A MOTION.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING GARRY FOGLE TO \$5.75 PER HOUR DUE TO THE COMPLETION OF HIS SIX (6) MONTH PROBATIONARY PERIOD.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY, DUE TO THE SUCCESSFUL COMPLETION OF HIS SIX MONTH PROBATIONARY PERIOD, TO INCREASE GARRY FOGLE'S PAY.

IT IS HEREBY ORDERED THAT GARRY FOGLE'S PAY BE INCREASED TO THE RATE OF \$5.75 PER HOUR EFFECTIVE MAY 23, 1996.

SO ORDERED ON THIS THE 21ST DAY OF MAY, A.D., 1996.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT BETWEEN THE CITY OF PETAL AND THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO ESTABLISH THE AGREED CONDITIONS UNDER WHICH THE CITY MAY UTILIZE SURFACE TRANSPORTATION PROGRAM (STP) FUNDS PROVIDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT (ISTEA).

SEE EXHIBIT "F"

LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT VAN TATE, LABORER IN THE STREET DEPARTMENT, REPORTED FOR WORK LAST ON THE 9TH OF MAY, 1996, THEREFORE IT IS THE RECOMMENDATION OF REUBEN WARRICK, STREET SUPERVISOR, AND HIS RECOMMENDATION THAT VAN TATE BE TERMINATED EFFECTIVE MAY 9, 1996.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO TERMINATE VAN TATE FOR FAILURE TO REPORT TO DUTY EFFECTIVE MAY 9, 1996. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT C & C CLEANING SERVICES TERMINATED THEIR AGREEMENT WITH THE CITY EFFECTIVE MAY 12, 1996 AND THAT PERSONAL IMPRESSIONS CLEANING BEGAN EFFECTIVE MAY 13, 1996 FOR THE AMOUNT OF \$144.00 PER MONTH.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO CONCUR WITH THE SELECTION OF PERSONAL IMPRESSIONS CLEANING SERVICE. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR STAN ROMINES TO ATTEND THE MISSISSIPPI RURAL WATER ASSOCIATION WATER AND WASTEWATER TRAINING SESSION JUNE 11-13, 1996 AT THE HOLIDAY INN COLISEUM IN BILOXI, MS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE MR. ROMINES TO ATTEND THE MRWA WATER AND WASTEWATER TRAINING SESSION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR JAMES R. DEARMAN TO ATTEND THE POLICE TRAINING ACADEMY FROM JUNE 2, 1996 TO AUGUST 9, 1996.

THEREUPON, ALDERMAN TIMS MADE A MOTION TO AUTHORIZE JAMES R. DEARMAN TO ATTEND THE POLICE TRAINING ACADEMY. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FRO STEPHEN WYLES, POLICE DISPATCHER, TO ATTEND THE MISSISSIPPI EMERGENCY TELECOMMUNICATOR CERTIFICATION COURSE JULY 15-19, 1996.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE MR. WYLES TO ATTEND THE MS. EMERGENCY TELECOMMUNICATOR CERTIFICATION COURSE IN JULY. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING SKIP HARVISON IN THE STREET DEPARTMENT AS A EQUIPMENT OPERATOR AT A RATE OF \$6.00 PER HOUR EFFECTIVE MAY 24, 1996.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE AN EQUIPMENT OPERATOR IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT SKIP HARVISON BE HIRED AS AN EQUIPMENT OPERATOR IN THE STREET DEPARTMENT AT A RATE OF \$6.00 PER HOUR EFFECTIVE MAY 24, 1996.

SO ORDERED ON THIS THE 21ST DAY OF MAY, A.D., 1996.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING DAVID WILBORN AS A LABORER IN THE STREET DEPARTMENT EFFECTIVE MAY 24, 1996 AT A RATE OF \$5.50 PER HOUR.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT DAVID WILBORN BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$5.50 PER HOUR EFFECTIVE MAY 24, 1996.

SO ORDERED ON THIS THE 21ST DAY OF MAY, A.D., 1996.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING SEAN LEE IN THE WATER DEPARTMENT AT A RATE OF \$5.75 PER HOUR EFFECTIVE MAY 24, 1996.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A MAINTENANCE MAN IN THE WATER DEPARTMENT.

IT IS HEREBY ORDERED THAT SEAN LEE BE HIRED AS A MAINTENANCE MAN IN THE WATER DEPARTMENT AT A RATE OF \$5.75 PER HOUR EFFECTIVE MAY 24, 1996.

SO ORDERED ON THIS THE 21ST DAY OF FEBRUARY, A.D. 1996.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION AUTHORIZING THE COLLECTION OF \$1.00 PER CASE FOR EACH MISDEMEANOR CASE PROCESSED THROUGH THE MUNICIPAL COURT OF THE CITY OF PETAL AND THE PAYMENT OF SUCH FUNDS BY THE MUNICIPALITY TO THE METRO CRIME STOPPERS, INC. FOR USE IN PROCURING INFORMATION THAT WILL LEAD TO THE CAPTURE AND CONVICTION OF PERSONS COMMITTING CRIMES IN PETAL, MISSISSIPPI.

SEE EXHIBIT "G"

RESOLUTION

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY APPOINTED REUBEN CLEPPER, RAYMOND BRANDLE AND LEROY SCOTT TO SERVE ON THE PERSONNEL COMMITTEE TO REVIEW THE CITY OF PETAL PERSONNEL AND COMPENSATION STUDY PREPARED BY THE JOHN C STENNIS INSTITUTE OF GOVERNMENT AND TO MAKE THE APPROPRIATE RECOMMENDATIONS.

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL TO THE BOARD.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 21ST DAY OF MAY, A.D., 1996.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

Proposal

Page No. _____
of _____ Pages

ANDY'S REFRIGERATION & AIR CONDITION SERVICE A DEPENDABLE SERVICE

Phone 583-8524

822 South Main

PETAL, MS 39465

PROPOSAL SUBMITTED TO:

DATE:

May 9, 1996

NAME:

City of Petal

JOB NAME:

Condensing Unit for Old Water Dept.

STREET:

W. 8th Ave.

STREET:

W. 8th Ave.

CITY:

Petal

CITY:

Petal

STATE:

Ms. 39465

STATE:

Ms. 39465

ARCHITECT:

DATE OF PLANS:

We hereby submit specifications and estimates for: (1) 4 ton Condensing Unit, installed.

(1) year Service and 5 years Factory Warranty on Motor/Compressor.

Trade Name: "Pheon or Pseud"

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:

Eight Hundred, forty-five and ⁷⁰/₁₀₀ dollars (\$ 845.00)

with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature

E.T. Anderson

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Signature _____

Date _____

Signature _____

EXHIBIT "A"

Proposal

Page No. _____ of _____ Pages

THOMAS SERVICE CO.

212 East 7th Avenue
PETAL, MISSISSIPPI 39465
(601) ~~XXXXXXXXXX~~

544 2637

PROPOSAL SUBMITTED TO City of Petal, Mississippi		PHONE	DATE 5/16/96
STREET E. Eighth Avenue		JOB NAME Replacing Condensing Unit	
CITY, STATE AND ZIP CODE Petal, Ms.		JOB LOCATION Water Department	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Furnishing and Installing New Armstrong 4-Ton Condensing Unit
in place of Rheem Unit behind Fire Department.

One-4-Ton Armstrong Cond. Unit Installed

5-Year All Parts --- 1-Year Labor --Warranty

	\$ 1076.80
No Tax	0.00
Total	1076.80

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
One-thousand seventy-six & 80/100 _____ dollars (\$ 1076.80 _____).

Payment to be made as follows:

Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

EXHIBIT "B"

SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711

TELEPHONE 601-544-1821

FAX 601-544-0501

RAYMOND M. DEARMAN, P.E., R.L.S.

MICHAEL T. WAITS, P.E., R.L.S.

WILLIAM F. WAITS, P.E., R.L.S.

PAUL J. SHOWS (1996)

May 9, 1996

Mayor and Board of Aldermen
City of Petal
P. O. Box 564
Petal, MS 39465

RE: One (1) Metal Building
City of Petal, MS

Gentlemen:

After reviewing the results of the bid opening on May 7, 1996, for the above captioned, I am recommending award of contract to HAM Contractors, Inc. of Jayess, MS, in the amount of \$13,950.00.

The bid of Parker Buildings Systems, Inc. of Mobile, Alabama, was disqualified for the following reasons:

- 1) No proposal was filled out
- 2) No bid bond was furnished
- 3) They have no license in the State of Mississippi

And after calling said company, I found out they were only suppliers and that their bid was only for the furnishing and not installation of the metal building.

And I also informed them that their bid was not sufficient, and they understood.

If I can furnish further information or be of any further assistance, please advise.

Yours Truly,

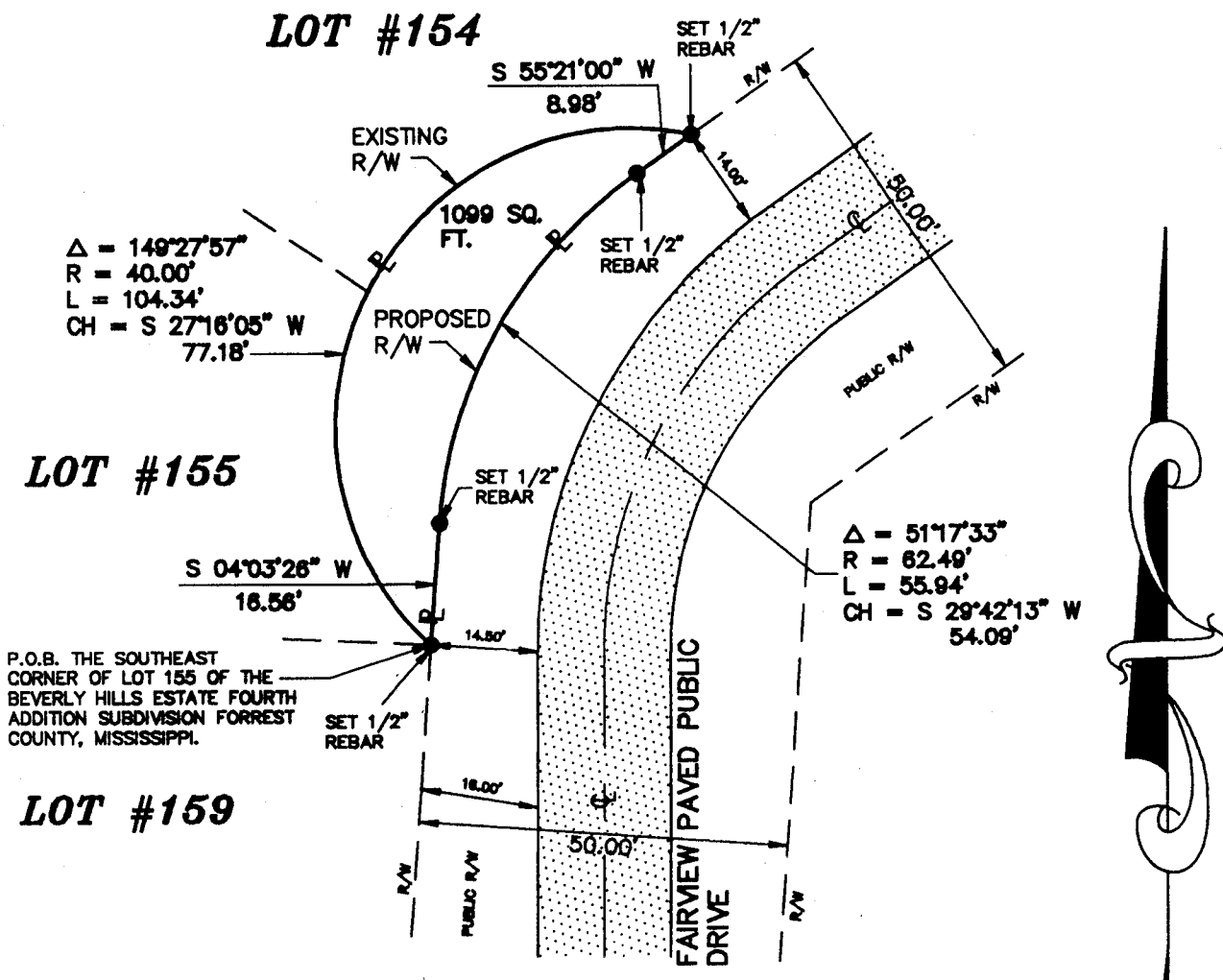


Raymond M. Dearman, P.E., R.L.S.
President

RMD/bs

EXHIBIT "C"

DESCRIPTION: COMMENCE AT THE SOUTHEAST CORNER OF LOT 155 OF THE BEVERLY HILLS ESTATE FOURTH ADDITION SUBDIVISION AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK IN THE COURTHOUSE AT HATTIESBURG, FORREST COUNTY, MISSISSIPPI AND THE EXISTING NORTHWESTERLY RIGHT-OF-WAY LINE OF FAIRVIEW PAVED PUBLIC DRIVE FOR THE POINT OF BEGINNING AND RUN NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE WHICH CURVES TO THE RIGHT AND HAS A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 149°27'57", A LONG CHORD OF S27°16'05"W FOR 77.18 FEET, FOR AN ARC LENGTH OF 104.34 FEET; THENCE RUN S55°21'00"W ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE FOR 8.89 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE WHICH CURVES TO THE LEFT AND HAS A RADIUS OF 62.49 FEET, A CENTRAL ANGLE OF 51°17'33", A LONG CHORD OF S29°42'13"W FOR 54.09 FEET, FOR AN ARC LENGTH OF 55.94 FEET; THENCE RUN S04°03'26"W ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE FOR 16.56 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS PART OF THE ROAD RIGHT-OF-WAY OF FAIRVIEW DRIVE, PETAL, FORREST COUNTY, MISSISSIPPI AND CONTAINS 1099 SQUARE FEET, MORE OR LESS.



GRAPHIC SCALE



<p>LEGEND</p> <p>A.P.S. - AS PER SURVEY A.P.R. - AS PER RECORD FD - FOUND — - PROPERTY LINE — - CENTERLINE — - FENCE — - POWER LINE</p>		<p>ON THIS DATE I HAVE CAUSED A SURVEY TO BE MADE WITH THE LINES SHOWN ON THIS PLAT AND THAT THE SURVEY IS TRUE AND CORRECT</p> <p>WILLIAM ALLEN FLYNT PROFESSIONAL LAND SURVEYOR MISSISSIPPI</p>		<p>DONNIE L. DOUGLAS & ALTON PALMER</p> <p>Flynt & Associates PROFESSIONAL LAND SURVEYOR 511 SOUTH MAIN STREET PETAL, MISSISSIPPI 39445 PHONE: (801) 882-1618</p>		<p>DATE 05-15-06</p> <p>SURVEY CHIEF R.D. SELLERS</p> <p>TECHNICIAN JASON STICKER</p> <p>DRAWN BY KIM WRELAND</p> <p>DRAWING NO. D19590</p>	
<p>REVISIONS</p>		<p>REVISIONS</p>		<p>NOTE: ALL BEARINGS SHOWN ON THIS PLAT WERE DERIVED FROM A</p>		<p><input checked="" type="checkbox"/> SOLAR OBSERVATION <input type="checkbox"/> DECLINATED COMPASS <input type="checkbox"/> RECORD BEARING</p>	

STATE OF MISSISSIPPI

EXHIBIT "D"

**COUNTY OF FORREST
COUNTY OF PERRY**

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made between **THE CITY OF HATTIESBURG, MISSISSIPPI**, the Board of Supervisors of Forrest County, Mississippi; the Petal Board of Aldermen; the Board of Supervisors of Perry County, Mississippi; and Bureau of Narcotics, under the provisions of the Interlocal Cooperation Act of 1974, Section 17-13-3 et. seq., Mississippi Code of 1972, as amended:

I.

PURPOSE: The purpose of this Agreement is to provide for the joint enforcement by CITY, COUNTY, and STATE officers of the Mississippi Controlled Substances Law, by establishing a procedure for a joint, coordinated effort of all law enforcement agencies with Forrest and Perry Counties to enforce the criminal laws of the State of Mississippi regarding Controlled Substances and in an effort to provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers.

II.

STATUTORY AUTHORITY: The CITY of Hattiesburg and CITY of Petal are authorized to engage in the activities herein provided by Section 21-21-3, Mississippi Code of 1972, and the COUNTIES are authorized by Section 19-25-13, Mississippi Code of 1972.

III.

DURATION: This agreement shall continue in force and effect from the date of its approval as required by law until terminated by all parties hereto.

IV.

MANNER OF TERMINATION: This Agreement may be terminated at any time by any CITY or COUNTY, by adoption of an appropriate Order by the governing authority of that CITY or COUNTY. In such event, this Agreement shall be of no further force and effect from the effective date of the Order.

V.

This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi. Any modification of this Agreement in whole or in part, or the renewal hereof, shall be approved by the Attorney General as part of implementation of modification.

VI.

There is hereby established a joint, coordinated effort to enforce the criminal laws of the State of Mississippi regarding Controlled Substances in Forrest and Perry COUNTIES. For purposes of implementing this joint effort, the parties hereto choose not to establish any separate legal entity and no provision of this Agreement shall be so construed. Rather, the parties hereto choose to utilize the existing structure of the Bureau, utilizing the Bureau, COUNTY, and CITY personnel. The COUNTY, CITY and Bureau further agree to make certain financial commitments other than personnel to the joint effort which are set forth herein. For the purposes of the Agreement, these personnel in this joint effort shall be referred to as the Metro Task Force.

Specifically, the Unit shall be composed of a Unit Commander, one (1) regular agent employed by the Bureau as an Advisor to the Unit and the Board, a minimum of two (2) police officers employed by the CITY of Hattiesburg, one (1) officer by the CITY of Petal, two (2) officers from Forrest County Sheriff's Department, and one (1) officer to be employed by Perry COUNTY, Mississippi. The Unit shall be organized and operated under the direction and supervision of the Sheriffs of each COUNTY and the Chiefs of Police of those Units involved. In addition, the Commanding Officer of the local Mississippi Bureau of Narcotics or his designee shall attend as an advisor. These individuals will constitute a Board of Directors for the Metro Task Force and shall meet once a month.

As to the powers and authority, the Task Force shall have only that power and authority granted either the Bureau, Sheriff, or CITY by statute, particularly, those set forth in this Agreement and shall have no power or authority except that which may be granted the Bureau, the Sheriff, or the CITY in the enforcement of criminal laws, specifically, regarding Controlled Substances. However, if one (1) agency who has assigned a man to this Unit specifically requests additional manpower pertaining to the enforcement of other criminal laws of the State of Mississippi, then the special Task Force is not solely limited to the enforcement of Controlled Substances laws but may assist a participating agency at such time as is requested by the Sheriff or Chief of Police. The Unit Commander shall be selected by the Board of Directors of the Metro Task Force and shall be responsible for all administrative duties of the Metro Task Force including being responsible for all buy money and obtaining vouchers and maintaining proper accounting practices with said money.

VII.

ASSIGNMENT OF OFFICERS BY GOVERNMENTAL ENTITY: The appropriate Governmental agency shall temporarily assign officers to the Task Force to work in a special Narcotics Unit. When so assigned, such officers may be made contract agents with the Mississippi Bureau of Narcotics for statewide jurisdiction and shall be under the direction, control and supervision of the Board of Directors of the Task Force and specifically, the Unit Commander. The appropriate Governmental agency shall continue to pay such officers that are assigned to the Unit their pay and benefits as an employee of that Governmental agency. The assigning Governmental entity shall not exercise supervision, direction or control of said officers in the performance of their duties while assigned through the Metro Task Force, except as may be necessary to discipline or discharge an officer for misconduct in accordance with civil service rules and/or other regulations of the CITY or COUNTY and any other actions as may be deemed appropriate by and through the Board of Directors of the Metro Task Force. The Bureau may supply purchase money or buy money used by the Unit which funds shall be expended solely by the Mississippi Bureau of Narcotics in its current enforcement effort in the COUNTY. This provision is merely to authorize the direct participation of the Metro Unit officer with the Mississippi Bureau of Narcotics. In addition, the CITY of Hattiesburg shall also supply purchase money used by the Unit which funds shall be expended and accounted for under the provisions as had been done in the past. Further, Perry County, Mississippi, shall provide buy money which shall be used and expended for the purchase of drugs in Perry County. Forrest County, Mississippi shall provide the Metro Task Force with an office and evidence locker. Officer supplies with which to run the administrative duties of the Metro Task Force will be generated through the Metro Task Force. Any and all personal property acquired in the creation and for the operation of the Unit shall be acquired in the name of and title shall vest in one (1) of the parties to the Agreement by a majority vote of the Board of Directors of the Metro Task Force. Upon the termination of this Agreement, all equipment, material, furniture, fixtures or other tangible items purchased shall be the property of the office of governmental body which provided funds for the purchase or which had title vested to and shall be delivered to the office or body within thirty (30) days after the termination of this Agreement. Although all officers assigned by the Governmental agencies may be sworn as special contract agents of the Mississippi Bureau of Narcotics and may exercise full power and

authority as granted the Bureau and agents. Under appropriate law, the special contracts agents shall not be considered employees of the Bureau for any purpose. In addition, the performance bond of all special contract agents shall be paid by the Governmental agency which has assigned the officer to that Unit. The Bureau shall furnish one (1) officer as an advisor to assist in the training of the regular officers that are assigned to the Metro Task Force and the proper methods and procedures of field testing, chain of custody, evidence and other related matters.

In the event that the Metro Narcotics Task Force is involved in an investigation outside the territorial jurisdiction of Forrest or Perry Counties or the city limits of Hattiesburg, which are in Lamar County, they shall immediately notify the Mississippi Bureau of Narcotics as soon as practicable that they have left the actual jurisdictional lines in an effort to prevent any overlapping undercover operation and for the safety of the officers involved.

The Unit shall concentrate its enforcement activity within Forrest and Perry Counties, but may engage in enforcement activity outside of said COUNTIES if such activity is necessary and proper for the enforcement of the criminal laws regarding Controlled Substances within Forrest and Perry counties, or if necessary, for the investigation of such criminal activity and the apprehension of violators. The Unit and/or agents shall notify the Mississippi Bureau of Narcotics in the event that they leave their territorial jurisdiction of Forrest or Perry County prior to any routine investigatory work, or as expeditiously as possible and as soon as practicable if an emergency situation arises and the agents have left their territorial jurisdiction. This Agreement shall be submitted to the Attorney General for the State of Mississippi for approval and shall thereafter be filed and on record with the Chancery Clerk of Forrest County and the Chancery Clerk of Perry County, and copy shall be filed with the State Department of Audit within sixty (60) days after execution.

WITNESS OUR SIGNATURES:

FORREST COUNTY, MISSISSIPPI

BY: *Lynn Cartlidge*
LYNN CARTLIDGE, PRESIDENT
BOARD OF SUPERVISORS

DATE: 4-18-96

ATTEST:

Jerry C. Howard
CLERK

BY: *Billy McGee*
BILLY MCGEE, SHERIFF
COUNTY OF FORREST

DATE: 4-18-96

ATTEST:

Jerry C. Howard
CLERK

BY: *J. Morgan*
JED MORGAN, MAYOR
CITY OF HATTIESBURG

DATE: April 2, 1996

ATTEST:
Charles Wansky
CLERK

BY: *V. Wayne Landers*
V. WAYNE LANDERS, CHIEF OF POLICE
CITY OF HATTIESBURG

DATE: April 16, 1996

ATTEST:
Kay F. McFarland
CLERK My Commission Expires July 4, 1998

BY: *Jack Gay*
JACK GAY, MAYOR
CITY OF PETAL

DATE: 5/23/96

ATTEST:
Doreen Crum
CLERK

BY: *Wayne Murphy*
WAYNE MURPHY, CHIEF OF POLICE
CITY OF PETAL

DATE: 5/23/96

ATTEST:
Ava C. Rickett
CLERK
My Commission Expires August 13, 1998

BY: _____
PRESIDENT OF PERRY COUNTY
BOARD OF SUPERVISORS

DATE: _____

ATTEST: _____

CLERK _____

EXHIBIT "D"

CARLOS HERRING, SHERIFF
COUNTY OF PERRY

DATE: _____

ATTEST:

CLERK

BY: _____
BUREAU OF NARCOTICS

DATE: _____

ATTEST:

CLERK

EXHIBIT "E"

SPECIAL DUTY - POLICE OFFICERS

Upon request, a police officer or officers, when available, will be provided at a rate of \$18.00 per hour for a minimum of three (3) hours per officer.

The officer will be paid at a rate 1 1/2 times his regular hourly rate under special duty assignment for the actual hours spent on assignment.

LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT
EXHIBIT "F"
FOR
LOCAL PUBLIC AGENCY ROAD/STREET IMPROVEMENTS

This AGREEMENT made by and between the CITY OF PETAL, Forrest County, Mississippi, hereinafter referred to as the LOCAL PUBLIC AGENCY (LPA) and the MISSISSIPPI DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program (STP) Funds provided by the Intermodal Surface Transportation Efficiency Act (ISTEA) and subsequent acts.

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in DEPARTMENT Standard Operating Procedures and the Federal Highway Administration Federal-aid Policy Guide ; and

WHEREAS, the LPA proposes to construct, reconstruct and/or improve traffic services on certain streets, or make other transportation related improvements by the utilization of STP Funds provided by the ISTEA as allocated to the LPA by the DEPARTMENT; and

WHEREAS, the DEPARTMENT has allocated a specific amount of STP Funds to the LPA or the Metropolitan Planning Organization (MPO) of

which it is a part in accordance with the formula for distribution to urban areas throughout the State of Mississippi and intends to allocate additional STP Funds as these funds become available; and

WHEREAS, the allocated STP Funds may be used for funding approved projects using the maximum allowable funding ratio unless such participation would result in an amount greater than the total LPA allocation at which time the Federal participation ratio will be reduced accordingly so that the total LPA allocation will not be exceeded; and

WHEREAS, the selection of projects for utilization of the allocated STP Funds will be made by the LPA and will be subject to the concurrence by the DEPARTMENT and the Federal Highway Administration.

NOW THEREFORE, it is mutually agreed that: Articles of this Agreement shall supersede all previous Federal-aid Urban System Agreements between the LPA and the State Transportation Commission of the State of Mississippi.

THE LPA WILL FOR EACH PROJECT:

ARTICLE I: Select a proposed project and contact the DEPARTMENT's District Engineer and MPO, if applicable, to determine the eligibility of the project for funding under the Local Surface Transportation Program.

ARTICLE II: Prepare DEPARTMENT PAR and RWD-700 forms for the initiation of the project and submit to the DEPARTMENT's District Engineer. Advise the DEPARTMENT in the submittal if additional

ARTICLE III: EXHIBIT "F" After notification of PAR approval, make necessary field surveys and prepare preliminary plans for initial review by the DEPARTMENT. After the DEPARTMENT's review, make corrections if necessary and furnish four (4) sets of corrected preliminary plans for a joint field inspection of the project with representatives of the DEPARTMENT, Federal Highway Administration, LPA and Consulting Engineer, if one has been retained by the LPA for the preparation of the plans. The total cost for field surveys and preparation of plans will be borne by the LPA.

ARTICLE IV: Prepare and submit for approval a draft environmental document, conceptual relocation plan, preliminary plans and displays as required for, advertise opportunity for, and conduct public hearings when required; coordinate with plans of other agencies; and all related preliminary requirements; the total cost of which is to be borne by the LPA.

ARTICLE V: Submit final environmental documents to the DEPARTMENT with a request for a Categorical Exclusion determination, Finding of No Significant Impact (FONSI), or Record of Decision (ROD), by the DEPARTMENT and Federal Highway Administration.

ARTICLE VI: Using LPA forces or consultants prepare right-of-way plans, maps and deeds; abstract titles; make right-of-way appraisal review; acquire all right-of-way as required

3

for construction of each project; relocate or adjust utilities or enter into agreements for the relocation or adjustment of utilities; enter into agreements for any railroad work required; prepare right-of-way stage relocation plan; provide relocation assistance to all families, farms or business enterprises, etc. that are required to relocate as a result of each project, the total cost of which is to be borne by the LPA.

ARTICLE VII: If right-of-way is required for the construction of a project, the LPA shall acquire the necessary right-of-way in accordance with 49 CFR (Code of Federal Regulations), Part 25, and the DEPARTMENT's standard operating procedures for right-of-way.

ARTICLE VIII: Should the LPA desire Federal-aid participation in construction engineering to be performed by the LPA forces, the methods and rates of compensation for construction engineering services performed will be established in the form of an agreement between the LPA and DEPARTMENT with the approval of the Federal Highway Administration. If the LPA desires Federal-aid participation in construction engineering by either a Professional Engineer or an Architectural Consultant, the methods and rate of compensation for construction engineering services performed will be established in the form of an agreement between the LPA and the consultant firm with required approval of the Department and FHWA. Individual hourly time charges to the project for construction engineering work performed by each LPA or consultant employee must be properly documented, and monthly statements of these charges must be furnished to the DEPARTMENT. Total construction

4

not eligible for Federal-aid participation. All charges determined to be Federal-aid non-participating will be borne by the LPA.

EXHIBIT I
ARTICLE IX: The LPA will prepare and bear the cost of other miscellaneous documents required as part of project development, such as soil surveys, pavement type selections and designs, design exception requests, requests for the use of proprietary items or LPA forces or equipment for public interest findings, signal operation plans, etc. The LPA will also have technicians and equipment certified per MDOT's SOP to perform testing on the project.

ARTICLE X: The LPA will furnish four (4) sets of review plans and four (4) draft copies of the specifications and proposal documents to the DEPARTMENT for office review by the LPA, DEPARTMENT, Federal Highway Administration and the Consulting Engineer, if one has been retained by the LPA. After corrections, if necessary, submit four (4) copies of each of the following to the DEPARTMENT: Agreement between the LPA and the Railroad Company if a railroad crossing is involved; Agreement between the LPA and the Consulting Engineer for construction engineering, if employed; Utility Agreement, if required; Construction Cost Estimate; Right-of-Way and Utility Certification; Encroachment Certificate and Hazard Waste Certificate; Construction Plans; Specifications ; Contract Documents and Environmental Reevaluation.

ARTICLE XI: Upon notification of authority to advertise for receipt of bids, proceed with the advertisement, receipt of bids, and opening of bids in accordance with DEPARTMENT and Federal Highway Administration requirements.

ARTICLE XII: After opening of bids, if it is the intention of the LPA to recommend award of the contract, submit the required LPA matching funds for construction and construction engineering to the DEPARTMENT for deposit along with the following: the original and four (4) copies of the letter requesting concurrence in the award; four (4) certified copies of bid tabulations of all bids received; four (4) certified copies of the engineer's estimate; one (1) certified original of the non-collusion affidavit for the low bidder; one (1) certified copy of the certificate on Disadvantaged Business Enterprises to be utilized by the low bidder; (1) certified copy of the name of the LPA employee assigned to be in responsible charge and direct control of the project and the name of the safety officer assigned to the project, and recommendation of award with documentation of the basis for the recommendation should the bid vary more than ten percent (10%) above the engineer's estimate. The LPA may choose to deposit the full amount or deposit only one-third (1/3) of the LPA share of the cost at this time. If the LPA elects to make the partial deposit, an additional one-third (1/3) of the LPA's share of the cost must be submitted before or with the first estimate before the first construction progress estimate will be paid by the DEPARTMENT. The remaining balance will then be required with the next construction

EXHIBIT

progress estimate. No estimate will be paid by the DEPARTMENT if the LPA's share of the cost exceeds the amount deposited by the LPA. If the LPA intends to reject bids received, the LPA must submit the original and three (3) copies of the letter with reasons requesting concurrence from the DEPARTMENT and Federal Highway Administration. If the LPA intends to re-advertise for bids, the letter must also include a request for authority to re-advertise and include any changes to the plans, specifications, or estimate which all must be approved by the DEPARTMENT and Federal Highway Administration prior to re-advertising. If cost overruns increase the cost of the project beyond the amount of the existing project funding, the LPA will deposit the required matching funds with the DEPARTMENT prior to the submittal of an invoice which would exceed that amount. Any LPA matching funds remaining in the project fund upon completion of the project will be returned to the LPA within approximately six weeks following the processing of the final estimate for payment.

ARTICLE XIII: After concurrence by the DEPARTMENT and the Federal Highway Administration in the award of the contract, the LPA will execute the contract with the Contractor and issue a notice to proceed with the work; and furnish four (4) certified copies of the contract to the DEPARTMENT for distribution.

ARTICLE XIV: The LPA will employ or retain a registered professional engineer as the LPA Engineer to act for and on behalf of the LPA to be responsible for all construction engineering activities. Other competent technical assistance will be employed

7

by the LPA as deemed necessary to assist the LPA Engineer. The Chief Engineer of the DEPARTMENT will assign a LPA employee to be in responsible charge and direct control of each Federal-aid project. If the LPA retains a Consulting Engineer as the LPA Project Engineer, they will be responsible for all construction engineering activities, but such activities will be under the direct control of the LPA employee assigned by the Chief Engineer. If the LPA has a full-time publicly employed registered professional Engineer on staff, the LPA agrees that the Chief Engineer may assign the LPA Engineer as the Project Engineer to be in responsible charge and direct control of the Federal-aid Local project.

ARTICLE XV: The LPA is to submit any Supplemental Agreement or Quantity Adjustment to the DEPARTMENTS District Engineer for approval. Prior verbal or written approval must be obtained from both the DEPARTMENT and FHWA before the work covered under the supplemental agreement or quantity adjustment is allowed to be performed.

ARTICLE XVI: The LPA is to provide required project records such as diaries, time extensions, survey notes, field books with measured quantities of pay items acceptable for payment, plant inspections reports, daily concrete reports, daily asphalt reports, employee interview reports, weekly traffic control inspection reports, etc.

ARTICLE XVII: The LPA will provide for the sampling and testing of all materials to be used in the construction prior to

8

the incorporation in the work and certify to the DEPARTMENT that all materials used meet the requirements of the plans and specifications. This certification will be based upon test reports and manufacturer's certificates and /or certified test reports as applicable as set forth in DEPARTMENT Standard Operating Procedure TMD-20-04-00-000.

ARTICLE XVIII: Project records will be maintained on file by the LPA for at least three years from the date of payment of the final estimate and may be audited by representatives of the DEPARTMENT at any time. DEPARTMENT costs for such audits will be charged to the project.

ARTICLE XIX: The LPA will prepare and certify monthly construction progress estimates of the work completed and make monthly payments to the Contractor based on the value of the work completed, less retainage. Allowable costs, other than cost incurred by competitive bidders, shall be determined in accordance with provisions of Subpart 1-15, Federal Procurement Regulations dated December, 1970, with revisions, and applicable established local policies not in conflict with these regulations.

ARTICLE XX: Upon completion of the work by the Contractor, the LPA will request a final inspection through the DEPARTMENT District Engineer who will coordinate the date of the inspection.

ARTICLE XXI: A final inspection by representatives of the LPA, the DEPARTMENT and Federal Highway Administration will be held to determine if all work is satisfactorily. After receiving the DEPARTMENT's letter agreeing to the release of the contractor from

9

maintenance responsibility, the LPA is to advise the contractor that they are released from maintenance responsibility. The LPA will further advise the Contractor that final acceptance will follow after completion of all responsibilities of the contract.

ARTICLE XXII: The LPA will prepare and submit all computations and final data on the completed work, based on final quantities, for submittal to the DEPARTMENT Final Plans Engineer for checking and verification of quantities. The final data should include as-built plans (3) copies: 1 for the DEPARTMENTS District office, 1 for the DEPARTMENT central office, and 1 for the DEPARTMENTS final plans check. The final estimate prepared and submitted by the LPA must reflect quantities checked by the Final Plans Engineer. DEPARTMENT costs for work by the Final Plans Engineer will be charged to the project.

ARTICLE XXIII: The LPA will furnish certified copies of all estimates of completed work to the DEPARTMENT for payment. Upon completion of the contract have the contractor furnish a Statement of Materials and Supplies (Form FHWA-47) for projects totaling \$1,000,000 or more, and submit the Form FHWA-47, a completed copy of Form TMD-725, the statement of estimated final quantities, test reports on materials and a copy of the release by the bonding company to pay all moneys to the Contractor.

ARTICLE XXIV: Upon notification by the DEPARTMENT that the Statement of Materials and Supplies (Form FHWA-47) when required, the release by the bonding company for final payment to the Contractor, and the satisfactory statement of materials and tests

EXHIBIT "F"
have been received, and the DEPARTMENT issues a letter of final acceptance of the project, the LPA will notify the Contractor by letter of the final acceptance of the project and termination of his responsibility.

ARTICLE XXV: The LPA will maintain proper accounting records, payrolls, documents, papers, and other necessary data to support the cost incurred for services provided, and make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data will be available for inspection by the DEPARTMENT, the Federal Highway Administration, and any other authorized representative of the Federal Government, and copies thereof will be furnished if requested.

ARTICLE XXVI: The LPA will maintain the completed project with LPA maintenance crews and not permit any changes to be made which would affect traffic and/or traffic control on the completed improvement without the prior approval of the DEPARTMENT. The LPA understands that failure to fulfill this responsibility in regard to maintenance of the improvement, its operation or regulation will disqualify the LPA from receiving any Federal-aid funds until such time as the deficiencies are corrected to the satisfaction of the DEPARTMENT and Federal Highway Administration.

ARTICLE XXVII: Comply with the provisions of Title VI of the 1964 Civil Rights Act, and as these stated provisions apply to a Contractor they will also apply to the LPA for force account work. Required Contract Provisions (Form FHWA 1273) and Special

11

Provisions (FHPM Transmittal 147) dated June 26, 1975, and subsequent revisions, are attached and made a part of this Agreement, and as these stated provisions apply to a Contractor they will also apply to the LPA for force account work.

ARTICLE XXVIII: The LPA will assume all responsibility for and save the DEPARTMENT harmless from any injuries or damages, received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

ARTICLE XXIX: Pursuant to Section 23.43 of 49 CFR, Part 23, the following statements regarding disadvantaged business enterprises are included in and made a part of this contract and agreement.

(1) Policy. It is the policy of the United States Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 23, apply to this agreement.

(2) DBE AND WBE Obligation. The DEPARTMENT and the LPA agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard the DEPARTMENT and the LPA shall take all necessary and reasonable steps in

accordance with 49 CFR, Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The DEPARTMENT and the LPA shall not discriminate on the basis of race, color, national origin, sex, disability or veteran status, etc., in the award or performance of a DEPARTMENT assigned contract.

(3) The DEPARTMENT shall advise the LPA that failure to carry out the requirements set forth in Section 23.43 of 49 CFR Part 23 (a) shall constitute a breach of contract and, after the notification of the DEPARTMENT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

The LPA approves and adopts the DEPARTMENT DBE Program currently in effect. A copy of this program is attached and made a part of this agreement. It is fully understood that the current program has been approved by the Federal Highway Administration and modifications to the program may be required from time to time by Federal Authority. In such case, subgrants of Federal Funds to the LPA through the DEPARTMENT shall be contingent upon the LPA approving and adopting all modifications required by Federal Authority upon notification and receipt of the modifications from the DEPARTMENT.

The LPA will approve and incorporate the DEPARTMENT's current specifications on the subject disadvantaged business enterprise which is a part of the DBE Program.

13

The LPA will designate and adequately fund a liaison officer as well as such support staff as may be necessary and proper to administer the program and furnish the DEPARTMENT a description of the authority responsibilities and duties of the liaison officer and support staff.

The LPA will allow access by representatives of the DEPARTMENT and Federal Highway Administration to all parts of the work records documentation as related to the implementation and monitoring of provisions of the Disadvantaged Minority Business Enterprise Program and specifications.

ARTICLE XXX: The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement.

ARTICLE XXXI: The LPA will have an approved audit system of their operations in accordance with the Single Audit Act of 1984, 49 CFR, Part 90, and that the findings of such audits are properly resolved. The LPA agrees to submit to the DEPARTMENT the following documents that cover the periods that Federal-aid Local projects are underway:

- (1) The annual audit report of its operation for the years construction is underway.

- EXHIBIT #1**
- (2) Any management letters that are issued in connection with the audit, and
 - (3) The plan for correction of reported findings.

THE DEPARTMENT WILL FOR EACH PROJECT:

ARTICLE I: Review the proposed project selection of the LPA to determine eligibility for funding with Surface Transportation Program Funds. If determined to be eligible, the DEPARTMENT's District Engineer will instruct the LPA on the proper procedures for initiation of the project.

ARTICLE II: Assign/approve a LPA employee to be in responsible charge and direct control of each Federal-aid project.

ARTICLE III: On request from the LPA furnish guidance in accomplishing all requirements of the preliminary engineering and right-of-way phase, including all public hearing requirements and environmental requirements.

ARTICLE IV: Assist in scheduling and participate in the field inspection of the proposed project with preliminary plans for adaptation to field requirements.

ARTICLE V: Review the LPA Plans, Specifications, Engineer's Cost Estimate, Right-of-Way and Utility Certification, Encroachment Certification, Hazardous Waste Certification, Environmental Revaluation, Public Interest Findings Requests and Technician Testing and Certifications and upon approval, forward the assembly

15

to the Federal Highway Administration for approval and authorization to advertise for bids.

ARTICLE VI: Notify the LPA when the project has been authorized by the Federal Highway Administration to advertise for bids and advise the local of the DEPARTMENT and Federal requirements for advertising and receiving bids.

ARTICLE VII: Review the recommendations and tabulation of bids and other required documents furnished by the LPA and make recommendations to the Federal Highway Administration concerning the award of a contract, rejection of bids, and readvertising. Required matching funds submitted by the LPA will be credited to the project fund by the DEPARTMENT.

ARTICLE VIII: Advise the LPA of the DEPARTMENT and FHWA concurrence (or non-concurrence) in the award of the contract and, with concurrence, enter into a Federal-aid Project Agreement with the Federal Highway Administration based on contract prices and authorize the LPA to proceed with work. Distribute copies of the executed contract.

ARTICLE IX: Notify the project engineer, district, Materials Division, FHWA, and other offices when the LPA has issued a Notice to Proceed.

ARTICLE X: Review and authorize payment to the LPA for the completed work on monthly construction progress estimates that have been checked and certified by the LPA and final estimates prepared and submitted by the LPA and checked by the DEPARTMENT Final Plans

EXHIBIT "F"

Engineer. Total payments shall not exceed the total amount allocated to the project.

ARTICLE XI: Review and authorize payment to the LPA for monthly statements of hourly time charges to the project by LPA OR approved consultant employees who perform construction engineering work. Construction engineering services performed by DEPARTMENT employees will also be charged to the project with the total construction engineering charges by both the LPA and the DEPARTMENT not to exceed fifteen percent (15%) of the total project construction cost.

ARTICLE XII: Make inspections of the work and construction engineering services during the life of the contract and advise the LPA of results.

ARTICLE XIII: Assist the LPA in the preparation of Quantity Adjustment and/or Supplemental Agreements to the Contract found to be necessary during the life of the contract.

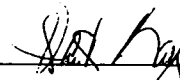
ARTICLE XIV: Participate in a final inspection of the project upon request of the LPA with representatives of the LPA and the Federal Highway Administration. The DEPARTMENT's District Office will notify the Construction Division, which in turn will notify the FHWA about scheduling a final inspection. If the work is determined to be satisfactory, the DEPARTMENT will issue a release of maintenance responsibility to the LPA. The LPA may then notify the Contractor that they are released from maintenance responsibility.

17

ARTICLE XV: Notify the LPA in writing of the DEPARTMENT's final acceptance of the project following receipt of the Statement of Materials and Supplies (Form FHWA-47) when required; the release by the bonding company of the final payment to the Contractor; and the satisfactory statement of materials and tests. The LPA may then notify the Contractor in writing of the final acceptance and termination of their responsibility.

IN WITNESS WHEREOF, the parties have affixed their signatures,
LPA OF _____ on the 21st day of May, A.D.,
19 96, Minute Book 15, Page _____; and the DEPARTMENT on
the _____ day of _____, A.D., 19____, Minute Book
_____, Page _____.

LPA OF _____ COUNTY



MAYOR/PRESIDENT OF BOARD

ATTEST:



CLERK

MISSISSIPPI DEPT. OF TRANSPORTATION

EXECUTIVE DIRECTOR

ATTEST:

SECRETARY

EXHIBIT "G"

RESOLUTION

WHEREAS, the Mayor and Board of Aldermen of the City of Petal have been authorized, pursuant to House Bill No. 1738, Laws of the State of Mississippi, per legislative enactment during the 1996 session, to levy an assessment in addition to any other assessments and court costs, not to exceed One Dollar (\$1.00) per case, for each misdemeanor case processed through the Municipal Court of the municipality; and

WHEREAS, the avails or funds obtained from this additional assessment can and should be paid by the municipality to Metro Crime Stoppers, Inc., for use in procuring information that will lead to the capture and conviction of persons committing crimes in Petal, Mississippi.

NOW, THEREFORE, be it resolved by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that pursuant to the authority granted by House Bill No. 1738, Laws of the State of Mississippi, 1996 Legislative Session, there shall be imposed by the Municipal Court of the City of Petal, Mississippi, the levy of an assessment, in addition to any other assessments and court costs, the sum of One Dollar (\$1.00) per case, for each misdemeanor case processed through the Municipal Court of the municipality, and the funds or avails of this additional assessment shall be paid by the municipality to Metro Crime Stoppers, Inc. for use in procuring information that will lead to the capture and conviction of persons committing crimes in Petal, Mississippi.

The above and foregoing Resolution, having been presented to the Mayor and Board of Aldermen, Alderman Clenper moved for the adoption of said Resolution, and Alderman Campbell seconded the motion to adopt the foregoing Resolution.

Upon motion duly made and seconded for the adoption of the foregoing Resolution, the following vote was had:

EXHIBIT "G"

Alderman Raymond C. Brandle voted YEA

Alderman William H. Campbell voted YEA

Alderman Reuben Clepper voted YEA

Alderman Leroy Scott voted YEA

Alderman Shelby L. Tims voted YEA

The above and foregoing Resolution was therefore adopted by
the Mayor and Board of Aldermen on this, the 21st day of May, A.D.,
1996.



MAYOR

ATTEST:



CITY CLERK